

Art Exhibition Agreement
(Exhibitor Insured)

The **Art Exhibition Agreement** for _____, hereafter referred to as “the Lender,” agrees to loan the items listed in Exhibit A to The University of the South (University), hereafter referred to as “the Exhibitor,” for exhibition on view from _____ through _____. The exhibition dates are firm unless the Lender and the Exhibitor mutually agree to extend such exhibition. The Lender warrants that the Lender is the owner or authorized possessor of the items and has the authority to execute this agreement and to carry out the terms and conditions expressed herein. The title of the exhibit shall be _____.

The University hereby engages the **Art Exhibitor** to loan the items as is further described below in Exhibit A, and the **Art Exhibitor** agrees to perform/attend the engagement under the following terms and conditions.

The Art Exhibitor agrees to furnish the items described in the Art Exhibitor Agreement.

1. Event Description: _____
Date(s) _____
Time(s) _____
Event Location: _____

2. Art Exhibitor Name: _____
Social Security Number (Required): _____
Permanent Address: _____
City, State, Zip Code: _____

If an Agent represents the Art Exhibitor and the Agent will receive payment on behalf of the Art Exhibitor, the Agent must complete the following information:

3. Agent Name: _____
Fein Number (required): _____
Permanent Address: _____
City, State, Zip Code: _____

4. University Contact: _____
Name: _____
Department: _____
Campus Address: _____
Phone/Fax: _____
Email: _____

In consideration of the services described in this Air Exhibition Agreement, the University agrees to pay the Art Exhibitor a fee/honorarium.

5. Compensation is:
Fee/Honorarium: _____
Lodging: _____
Meals: _____

Transportation: _____
Coach airfare: _____
Other: _____

The Art Exhibitor or Art Exhibitor's representative shall make all travel and accommodation reservations. The University is responsible for paying reasonable travel and hotel accommodations. The University will pay local ground transportation in contractual host city.

If the University is reimbursing the Art Exhibitor for any reimbursable expenses, the Art Exhibitor will be responsible for submitting original receipts for such expenses no later than 30 days following the Event Date. Receipts submitted later than 30 days following the Event Date are not eligible for reimbursement.

Except as expressly stated in the Agreement, the University shall not be responsible for any other financial obligations. The parties agree that the Art Exhibitor or Art Exhibitor's Agent, but not the University, will obtain all necessary work permits or entry visas for the Art Exhibitor. In the event government officials deny the Art Exhibitor entry into the United States, the Art Exhibitor or the Art Exhibitor's representative agrees to use all legal means of recourse to attempt to reverse that decision. The University shall have no obligation to make payment until the Art Exhibitor has lawfully entered the United States and completed the performance required herein.

- A. The Lender is responsible for the safe packaging of all items included in the exhibit for both the delivery and the return of the exhibit.
- B. The exhibitor will exercise the same care with respect to the exhibition as it does its own private property. Items shall remain in the original condition and may not be unframed, remitted, remounted, or altered in any way without the permission of the Lender. The exhibitor will be responsible for maintaining constant protection of the exhibit against fire, theft, vandalism, extreme fluctuations in the environment, direct sunlight, mishandling by inexperienced persons or the public, and other conditions that may result in loss or damage. The exhibitor will retain the original shipping containers in a clean indoor space, and, if requested in writing by the Lender, will acclimate the shipping containers to the conditions of the exhibition environment forty-eight (48) hours prior to packing. The University will repack the objects using the same or similar materials in the same manner as received unless the Lender authorizes a change in writing.
- C. The Lender hereby warrants that no claim to copyright exists or that the actions herein contemplated by the exhibitor will not infringe upon such copyright claim if it does exist. During the loan period, the lender grants permission to the University to photograph, telecast, or reproduce any object of this exhibit for publicity, publication, and educational purposes solely connected with this exhibition. The lender grants permission for the University to utilize the material for future educational purposes.
- D. Prior to signing this agreement, the Artist agrees to disclose in writing to the [University] any danger, whether visible, hidden, potential, actual, intentional or unintentional an exhibit item possesses.

- E. The Lender agrees not to withdraw the items during the period of this loan without good reason satisfactory to the exhibitor. The exhibit and all parts thereof shall remain in the custody of the exhibitor for the duration of the exhibition, but may be withdrawn from the exhibition at any time by the exhibitor. The exhibitor reserves the right to excluded or remove any work prior to or during an exhibition at any time.
- F. Unless the Lender specifies otherwise, the exhibitor will insure the items for the amount of value or retail price declared by the Lender in exhibit A against all risks of physical loss or damage for which commercial property insurance is available while the items are on location under the exhibitor's custody. The Lender agrees that, in the event of loss or damage, recovery shall be limited to the direct damage, of such amount as may be paid by the insurer, either for repair or replacement, hereby releasing the exhibitor, its trustees, officers, and employees from liability for any and all claims arising out of such loss or damage. The lender is entitled to no more than the declared value of the items in Exhibit A. The exhibitor shall not be responsible for any indirect losses to the Lender, including but not limited to the loss of income or use. The lender agrees to cooperate with the exhibitor and the exhibitor's insurers in the claim settlement process. The exhibitor shall be responsible for any losses of bodily injury arising from the exhibit while in the exhibitor's custody except for claims arising from the exhibits inherent risks not disclosed by the lender in paragraph 4.
- G. The exhibitor is not responsible for delays in the transportation of the items due to such unanticipated events involving poor weather, transportation, strikes, etc.
- H. The lender will ship the loaned item(s) to the exhibitor to arrive at the address listed on the agreement no later than three weeks before opening.
- I. The exhibitor will return the loaned item(s) to the lender at the address listed on the agreement no later than three weeks after the closing.
- J. The address for the Lender for the delivery of items shall be:

Street: _____
 City: _____
 State: _____ Zip: _____

The address for the exhibitor for the delivery of items shall be:

Street: _____
 City: _____
 State: _____ Zip: _____

6. Payment: All payments will be in form of a check issued by the University and will be payable to the Art Exhibitor or Agent as indicated in Section 2. Lender agrees to pay for all shipping and transportation costs including but not limited to transit insurance. Delivery and shipment shall be the exhibitor's dock. (NOTE: If the exhibitor feels compelled to pay for transportation expenses, the exhibitor may agree to reimburse the lender for shipping costs, but the lender should remain responsible for contracting with the transportation company.) [Insert any additional financial or professional responsibilities agreed by the lender and the exhibitor.]

7. Exclusive Engagement: The Art Exhibitor agrees that the Event at the University shall be the Art Exhibitor's sole and exclusive public engagement of any kind within one (1) day before or after the Event Date within the area 50 miles from the University in any direction.

8. Venue: The University shall provide an adequate venue for the Art Exhibitor's event. The University shall provide a dressing room for the Art Exhibitor, if required, as well as University's standard food and refreshments for the Art Exhibitors. The Art Exhibitor may request particular refreshments and the University will make reasonable efforts to accommodate those requests. The University shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance. The University may in its discretion change the venue location at any time to accommodate changes in the number of attendees or for maintenance or other reasons.

9. Independent Contractor: The Art Exhibitor, its officers, Agents and employees (if applicable), in the performance of this Art Exhibitor Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or Agent of the University. The Art Exhibitor agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an Agent, servant, joint venture or partner of the University. Each party shall be responsible for, and hold the other harmless from, any injuries caused by it or suffered by its personnel during the performance of this agreement, including injuries that may be compensable under any workers' compensation laws. Neither party may assign this agreement without the written consent of the other.

10. Liability:

- (a) The University is self-insured for liability protection. Such protection applies to the University and their employees only. The Art Exhibitor and all other individuals and organizations must provide their own liability coverage.
- (b) The University agrees to provide liability protection for its officers, employees and Agents while acting within the scope of their employment. The University further agrees to hold harmless the Art Exhibitor, its officers, Agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Art Exhibitor Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or Agents of the University while acting within the scope of their employment.
- (c) The Art Exhibitor agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or Agent of the Art Exhibitor arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or Agents of the University while acting within the scope of their employment.

11. Force Majeure: Neither the University nor the Art Exhibitor is responsible for its default, delay nor failure to perform any terms or conditions of this agreement when failure to perform is due to causes beyond such Party's control. This includes but is not limited to fire, flood, explosion, war, embargo, government requirement, civil or military authority, epidemic, act of terrorism, earthquake, hurricane, windstorm, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party provides notice to the other as soon as reasonably possible after the occurrence of a force majeure event. In the event of such default, delay, or failure to perform, a contract

extension occurs. Upon the declaration of a force majeure event, neither party shall bear liability to the other for non-performance. In the event of such default, delay, or failure to perform, a contract extension could occur. The extension is for a period of time equal in duration to the time lost because of the excused delay default or force majeure. The parties agree to work together in good faith to discuss alternative dates for the event.

12. Permission to Photograph and Record: The parties agree that the University may make audio and video recordings of the Art Exhibitor's performance and include portions of such recordings or photography in the University media publications. The University can use Photographs, video, or recordings made by the University only for University and student media purposes, including student yearbook, or other commemorative or new publications. The University agrees that it will not use flash photography and will not broadcast or distribute the Art Exhibitor's performance in its entirety without the Art Exhibitor's further written permission.

13. Publicity: The University shall be entitled to publicize the Art Exhibitor's event to the University community, including the local public utilizing all materials provide by the Art Exhibitor to the University. The Art Exhibitor will submit publicity materials including photographs to the University no later than 45 days prior to the Event Date. Submit publicity materials to: University of the South Marketing & Communications Department, 735 University Avenue, Sewanee, Tennessee, 37383.

14. Disputes:

- (a) This Art Exhibitor Agreement and any proceedings conducted hereunder are governed by the laws of the state of Tennessee. Any provisions of this agreement prohibited by the laws of Tennessee shall be deemed void and of no effect.
- (b) Submit all disputes in writing to University of the South General Counsel Office, 735 University Avenue, Sewanee, Tennessee 37383. The General Counsel will be final authority for all disputes not resolved through the sponsoring organization. Disputes regarding the terms of the Art Exhibitor Agreement or claims arising out of its execution or performance may be resolved in Franklin County, Tennessee court.
- (c) The University will enforce this Art Exhibitor Agreement, and the terms and conditions contained herein and by each Art Exhibitor who is a party to this Art Exhibitor Agreement, or who has performed the engagement contracted for, and by the Agent(s) of each Art Exhibitor.

15. Cancellations:

- (a) Either party may cancel this Art Exhibitor Agreement without obligation to the other if the cancellation notice is in written form at least 30 days before appearance date.
- (b) The Art Exhibitor agrees to furnish payment to the University for actual appearance preparation costs in the event of a late cancellation, late appearance, or non-appearance within 30 days after billing.
- (c) Either party can cancel this agreement at any time by mutual written agreement of the parties.
- (d) In addition, the University shall have the right to cancel this agreement without liability of any kind in the event the Art Exhibitor, prior to the performance, is charged with or commits a crime or act of moral turpitude such that the University, in its sole discretion,

would expose the University to public embarrassment or ridicule for hosting the Art Exhibitor's performance. The University shall have the sole authority to cancel an outdoor event because of weather.

- (f) The Office of General Council provides Legal representation for the University. The University will not enter into any Art Exhibitor Agreement that may include binding arbitration, hold-harmless, or indemnification clauses.

16. Miscellaneous:

- (a) The Art Exhibitor is solely responsible for payment of royalty fees, and/or dramatic rights and dramatic musical works and/or performance fees, fees required by unions and similar organizations, and similar costs. The Art Exhibitor shall indemnify the University against any liability or damages, including attorney fees, which may arise because of violation by the Art Exhibitor of copyright laws.
- (b) The Art Exhibitor will submit a request to sale any souvenir items or programs. The University must receive a request for written amendment to this Art Exhibitor Agreement 30 dates prior to the date of engagement. The amendment will be subject to the terms listed.
- (c) In connection with the performance of the work under this Art Exhibitor Agreement, the Art Exhibitor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. With respect to sexual orientation, the Art Exhibitor further agrees to take affirmative action to ensure equal employment opportunities.
- (d) Details and manner of speech are under the control of the Art Exhibitor. However, the University has the right to direct the Art Exhibitor to discontinue any activity constituting violation of the University policy, as well as any federal, state, or local laws.
- (e) In the event the Art Exhibitor is not ready to perform at the Events starting time, or if the Art Exhibitor arrives at the Event in such a condition as to appear to a reasonable person to be incapable of performing in a reasonably acceptable manner, the Art Exhibitor shall be deemed to have committed a material breach of this contract and the University shall have the absolute right in its sole discretion to cancel the performance or terminate the performance in progress, and to refuse payment accordingly.

17. Entire Agreement and Notice:

- (a) This Art Exhibitor Agreement and Purchase Order (if applicable) constitutes the entire agreement between the parties.
- (b) Any requirements that the University comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by University, in writing by the persons listed below, in advance of the Art Exhibitor Agreement execution or are made part of this Agreement prior to the signing of the Art Exhibitor Agreement by the University.

18. Governing Law: The laws of the State of Tennessee govern this Art Exhibitor Agreement and any claims arising in any way out of this agreement. Any provisions of this agreement

prohibited by the laws of Tennessee shall be deemed void and of no effect. All claims or disputes arising under this Art Exhibitor Agreement are subject to jurisdiction and venue only in Franklin County, Tennessee, and the prevailing party are entitled to its reasonable attorney's fees and costs.

19. Amendment: The University and the Art Exhibitor by written notice can modify an agreement if both parties agree to the change.

20. Confidentiality: The parties agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained herein and/or associated with the appearance of the exhibition or the Art Exhibitor. The University requires all vendors to maintain the confidentiality of all materials and correspondence with the University regardless of whether or not any actual business occurs. The University and the exhibitor will take reasonable steps to protect confidential information.

21. Notices: All notices or requests given by one party to the other related to this Agreement must be in writing.

Notices given to the Art Exhibitor must go to the following person:

[name, address, phone, fax number]

Notices given to the University must go to the following person:

[name, address, phone, fax number]

The parties will deliver notices utilizing one of the following methods: (i) delivered by registered or certified U.S. mail, return receipt requested (ii) by a nationally recognized overnight courier service, (iii) email or by (iv) facsimile transmission to the facsimile number listed above, if one of the three other delivery methods described in this section sends an original counterpart.

22. Authority to Execute: If someone other than the Art Exhibitor signs this Agreement on behalf of the Art Exhibitor, the person signing expressly warrants authorization by the Art Exhibitor to do so.

23. Copy of Agreement to the Art Exhibitor /Tour Manager: If the person executing this agreement on behalf of the Art Exhibitor is an Agent, he or she agrees to provide a copy of the agreement to the Art Exhibitor immediately following execution.

24. Backstage Guests: The Art Exhibitor agrees that any guests permitted backstage must conform to the University's standards of conduct for University facilities. The University will remove the Art Exhibitors and guest from the University campus for violation of University' standards of conduct.

25. Hospitality: events, the University may provide food, refreshments, or other amenities to the Art Exhibitor or Art Exhibitor's personnel.

26. Headings not Controlling: Headings used in this Agreement are for reference purposes only. The Headings will not modify the meaning of the terms and conditions of this Agreement.

27. Executed Agreement Signature: This Art Exhibitor Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorized to sign on behalf of the Art Exhibitor and to enter into this Art Exhibitor Agreement.

The parties have agreed to and executed this art agreement as of the dates indicated below:

The University of the South

Art Exhibitor /Agent

Title

Title

Date

Date